

Help to the understanding of furnished rental contract

The rental agreement is entered into directly with O'Douze, *Siret* number: 51131163100010.

Rental conditions are set out in the following paragraphs.

The furnished properties described below are only available for rental on a seasonal basis, as a temporary holiday residence for the Lessee. As such, this rental does not fall within the scope of law n°89-462 of 6 July 1989.

Apartments

The Apartments are located in a building owned by O'Douze and are all intended for holiday rentals. The building is located at 12 Rue Marechal Joffre 06400 Cannes France.

The 6 apartments covered by the rental agreements are:

- L'Oranger / L'Olivier on the first floor.
- Malte / Cyclades on the second floor.
- Marlon Brando / Sophia Loren on the third floor.

Booking and Payment

A client wishing to book an apartment online may choose from those presented on the website: www.odouze-cannes.com. After confirming that it is available they must fill in the online booking form and agree to the terms and conditions.

They must then authorise the online payment to the O'Douze management company. As soon as it has received payment or valid credit card details, the O'Douze management company will send the tenant a 'rental form' as well as instructions for getting to their apartment.

If booking is not carried out online, a rental agreement will be sent by the O'Douze management company. Payment can be made using other payment methods (French cheques, bank transfer) with the same terms and conditions as for an online booking.

Prices

The prices given correspond to the length of stay that you have chosen and vary according to the periods given on the O'Douze website www.odouze-cannes.com.

Deposit

When entering the premises, the Lessee agrees to pay the Owner the sum of €250 (two hundred and fifty euros) as a bond for any damage to the property, its furnishings or fittings. A credit card can be used as a security deposit.

This sum will be returned to the Lessee at the end of the stay with the cost of any damage deducted (breakages, theft, damage etc.). The Lessor may keep the security deposit for a maximum of seven days to allow the property to be inspected.

Cancellation Clause

Failure to pay within the agreed timescale or failure to observe one of the clauses of this agreement and five clear days after a demand by recorded letter goes unanswered will result in the immediate termination of this contract. The Lessor may keep the deposit for damages under article 1590 of the Civil Code.

Minimum Rental Period

The minimum rental period is two consecutive nights

Times

In the summer season, rentals are from Saturday to Saturday, with arrivals from 4 pm and apartments to be vacated by 11 am, unless otherwise agreed prior to the signing of the contract by the two parties (email, fax etc.). For the rest of the year, weekend or mid-week rentals are also possible with the same time slots.



Number of People

Children under the age of three are included and stay for free. A cot may be provided, subject to availability. The Lessor must be notified of any changes to the number of people, within the capacity of the apartment, within two days of the start of the rental.

Extra people during the stay will be offered at an additional cost of €15 per person per night.

Animals

Under the furnished holiday rental agreement, in order to maintain peace and quiet on the premises, these are not authorised in the apartments with the exception of guide dogs. Should a non-authorized animal be present, additional cleaning will be carried out to reduce the risk of allergies and charged to the client (see 'Cleaning' section).

Penalty Clause: Deposit

In the event of cancellation, it is agreed that:

- The Lessor will be required to refund the deposit paid by the Lessee or cancel the advance payment within seven days.
- The Lessee:

Terms and Conditions of Payment:

In the event of cancellation or changes up to seven days prior to the arrival date, the O'Douze establishment will not charge the credit card provided.

In the event of cancellation or changes between seven days and one day prior to the arrival date, the O'Douze establishment will charge the credit card the full amount for the first two nights.

In the event of a late cancellation, change or no-show, the O'Douze establishment will charge the credit card the full booking amount.

Terms and Conditions of Payment - Summer Season

Advance Payment: an advance payment amounting to 30% of the full cost of the stay will be taken by the O'Douze establishment at the time of booking and will be refundable according to the conditions for cancellation.

In the event of cancellation or changes up to 3 weeks prior to the stay, there is no charge for cancellation. In the event of late cancellation, changes or no-show, the O'Douze establishment will charge the credit card for the full booking amount.

Terms and Conditions of Payment - Conferences

Advance payment of the full amount of the stay will be taken by the O'Douze establishment at the time of booking and is non-refundable. In the event of a cancellation or change, the O'Douze establishment will charge the credit card for the full booking amount.

Linen

All household linen (sheets, bathroom and kitchen linen) is provided when the contract is signed.

For reasons of hygiene, a charge of €50 will be made for the use of a bed without sheets or pillow cases to cover the costs of cleaning or replacement. A change of household linen during the stay will be offered at an additional cost of €25.

Cleaning

Upon vacating the premises, the accommodation is to be left perfectly clean and tidy. Cleaning at the end of the stay is agreed when the contract is signed.

If the accommodation is dirty above and beyond normal usage or the bins are not emptied, the O'Douze management company may deduct a sum for cleaning, i.e. €50, from the deposit.

Heating/Air Conditioning

Included in the cost of rental. The Lessor will not be liable for any malfunction of the air-conditioning due to reasons that are beyond their control. In the event of a problem, refer to the 'Liability' section. No refund or commercial gesture will be made in the event that air-conditioning is unavailable during the stay.

Smokers

It is strictly forbidden to smoke in the communal areas and in the apartments. However, smoking is permitted on the balconies and patios. As such, the apartments Sophia Loren, Cyclades and L'Oranger do not allow smoking in the residence. Apartments are fitted with smoke detectors. For safety reasons, it is strictly forbidden to deactivate these devices. Any damage to them will be payable by the lessee

Internet / Wi-Fi

Internet access via an Ethernet cable or Wi-Fi is included in the rental. This includes unlimited access to high-speed broadband. This service is only offered upon the written agreement by the Lessee of the internet charter at the handover of keys. The Lessee is not responsible for any temporary interruption to the internet service due to the internet provider or any other cause beyond their control (cable cut during road works or maintenance work in the building, saturation of the network etc.). No refund or commercial gesture will be made in the event that access to the O'Douze network is unavailable.

Work/Repairs

If, during the stay, the Lessor has to bring in companies at the request of the Lessee (request to be made by email) to repair damaged fittings (blocked pipes, broken domestic appliances, broken windows etc.) and if they are not liable, this work will be invoiced as follows:

- Call-out charge: €50, • labour: €60 an hour
 - Parts: cost of the part
 - Loss of keys: €50 (cost to replace the lock and set of keys)
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Respect for Others

The rental is strictly for the Lessee and their family. The Lessee agrees not to disturb the neighbours, particularly before 10 am and after 10 pm when audio-visual equipment must be turned down. Apartments are for living accommodation and cannot be used as venues for parties. In the event of anti-social behaviour, the Lessor reserves the right to inform the authorities under the laws regarding breaches of the peace at night

Laundry Room

This service is included in the cost of the rental and includes free access to the laundry room. This comprises a washing machine, drier, iron with ironing table or mat, as well as a communal vacuum cleaner.

The Lessor is not liable for any malfunction of this equipment which is beyond their control. In the event of a problem, refer to the 'Liability' section. No refund or commercial gesture will be made in the event that one of these household appliances is unavailable during the stay.

Liability

All accommodation is inspected and examined by the Lessor. The descriptions given are accurate and have been drafted in good faith. In the event of a complaint, the holiday-maker agrees to notify the Lessor within 48 hours (+33 (0)6 22 754 497). The client must make any complaint in writing within 48 hours. The client agrees to cooperate with the Lessor to try to resolve the problem. In the absence of written communication and authorisation on the part of the Lessor, any client who leaves the accommodation before the agreed date will lose any right to a refund of the rental amount. Any complaints made after the end of the stay will not give rise to a refund. The Lessor reserves the right to terminate the contract before or during its execution if unforeseeable circumstances or an act of God makes the use of the house or apartment impossible. The Lessor reserves the right to allocate them another property with similar or better characteristics. If the client refuses to transfer the booking, the Lessor will refund the full amount paid for the booking. Under such circumstances, no compensation will be given.

Legal Court and Jurisdiction

In the event of a dispute with regards the booking and rental, Cannes has legal jurisdiction. The agreement is governed by French law. In making the booking, the client confirms they unreservedly agree to the Rental Conditions. In signing this holiday rental agreement, the client unconditionally agrees to all conditions

Insurance

Cancellation insurance is not included in the cost of the rental. The booking fee cannot be refunded. If you wish to protect yourself against this risk, you will need to take out your own insurance.

Thank you for your attention